

AG Contract No. KR98 0961TRN
ADOT ECS File No. JPA 98-78
Project: P0300 03P
Section: SR-68 Access Study

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 19 March, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into
this agreement and has by resolution, a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this
agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the
County.

3. The State and the County desire to jointly participate in selecting and hiring a consultant to
conduct a SR-68 access study, hereinafter referred to as the Project, at an estimated cost of
\$100,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 23052
Filed with the Secretary of State
Date Filed: 03/19/99
Betty Bayless
Secretary of State
By Nicky V. Gruenewald

II. SCOPE

1. The State will:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the County, select and hire a professional transportation planning consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all state and federal procurement laws, rules and procedures.

b. Provide the County timely copies of Project progress reports and submittals, and insure the incorporation of County review comments. Provide the County a copy of the final report, and obtain the County's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Be responsible for all Project costs over and above the County share of \$50,000.00, in an amount currently estimated at \$50,000.00, and for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, invoice the County, on an actual cost basis, with no profit or fee, in a total amount not to exceed \$50,000.00, for the County share of the project.

2. The County will:

a. Using State approved procurement procedures, participate with the State in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review Project progress reports and submittals and provide comments to the State or the consultant as appropriate. Review and approve the final report prior to the final payment to the consultant.

c. Contribute a maximum of \$50,000.00 to the Project. Be responsible for any consultant claims for extra compensation attributable to the County.

d. Reimburse the State within 30 days after receipt of invoices, in a total amount not to exceed \$50,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a Project consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Mohave County
Public Works Director
3675 Highway 66
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MOHAVE COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

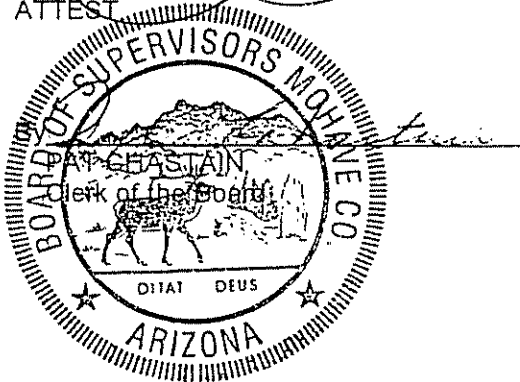
By


JAMES ZABORSKY, Chairman
Board of Supervisors

By


JAY KLAGGE, Director
Transportation Planning

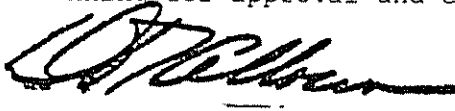
ATTEST



RESOLUTION

BE IT RESOLVED on this 20th day of May 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Mohave County for the purpose of defining responsibilities for conducting an access study on SR-68 in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION No. 98- 305

WHEREAS, the Board of Supervisors of Mohave County met in Special Session this 24th day of August 1998, and

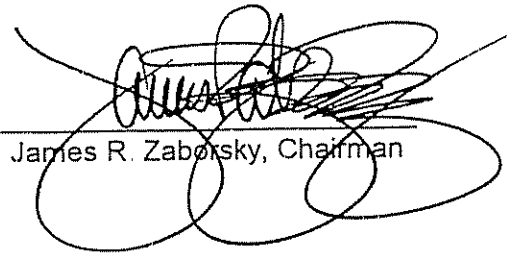
WHEREAS, the Mohave County Board of Supervisors has determined that it would be in the best interest of Mohave County to enter into and Intergovernmental Agreement with the Arizona Department of Transportation to jointly participate in selecting and hiring a consultant to conduct a SR-68 access study at an estimated cost of \$50,000.00 to Mohave County, and

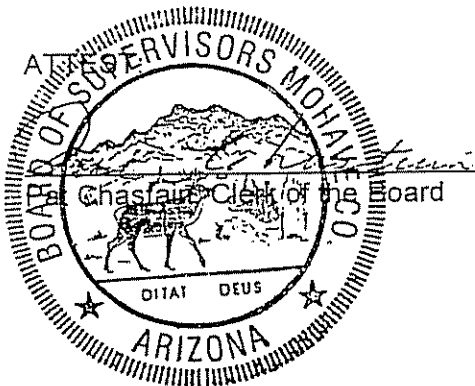
WHEREAS, ARS 11-952 empowers the Board of Supervisors of Mohave County to enter into agreements, and

THEREFORE, James R. Zaborsky, Chairman of the Mohave County Board of Supervisors is hereby authorized to execute the Intergovernmental Agreement and any amendments and/or modifications thereto on behalf of Mohave County.

PASSED, APPROVED AND ADOPTED this 24th day of August 1998

MOHAVE COUNTY BOARD OF SUPERVISORS


James R. Zaborsky, Chairman



APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 15 day of May, 1998.


County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0961TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE March 11, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/19717

Enc.